



UNITED STATES
CIVILIAN BOARD OF CONTRACT APPEALS

MOTION FOR RECONSIDERATION DENIED: January 19, 2007

CBCA 423-R

HOOK CONSTRUCTION, INC.,

Appellant,

v.

GENERAL SERVICES ADMINISTRATION,

Respondent.

Kenneth R. Hook, Vice President of Hook Construction, Inc., Solon, IA, appearing for Appellant.

Mark R. Warnick, Office of Regional Counsel, General Services Administration, Kansas City, MO, counsel for Respondent.

Before Board Judges **PARKER**, **DEGRAFF**, and **GOODMAN**.

PARKER, Board Judge.

Hook Construction, Inc. (Hook) moves the Board to reconsider its decision denying Hook's claim for extra work performed in connection with the installation of wall covering at the United States Courthouse in Cedar Rapids, Iowa. *Hook Construction, Inc. v. General Services Administration*, GSBCA 16756, 06-2 BCA ¶ 33,404. We deny the motion.

Background

Eleven months after Hook installed wall covering in a judge's office, the General Services Administration (GSA) discovered that the covering was delaminating at some of the seams and promptly notified Hook of the problem. Hook replaced the defective wall covering and submitted an invoice that included the amount of \$2209.75 for the work. GSA

determined that the repair was covered under the contract's warranty provision, rejecting Hook's argument that the delamination was caused by water damage that had occurred after installation.

On appeal, we agreed with GSA that defective workmanship, rather than water damage, was likely the cause of the delamination:

As to the first issue, we find that GSA has shown by a preponderance of the evidence that a defect in workmanship was the most probable cause of the wall covering becoming delaminated. The contract required Hook to "examine the substrates" for "conditions affecting performance of the work" and to "proceed with installation only after unsatisfactory conditions have been corrected." Hook was also required to "prepare substrates to achieve a smooth, dry, clean, structurally sound surface free of flaking, unsound coatings, cracks, and defects." When the wall covering delaminated within the one-year warranty period, the Government's inspection showed no water leakage or other condition that had changed between the time the wall covering was installed and the time it delaminated. Both parties agreed that the painted plaster surface on which the wall covering was installed was pulling away from the wall, causing the wall covering to separate at the seams.

GSA has shown that the most likely cause of the delamination was Hook's failure to comply with the contract's requirement to correct any unsatisfactory conditions before proceeding with the work. Hook's acknowledgment that it did not strip off all of the old paint because "that'd be costs that the GSA would have to pay" demonstrates the company's misunderstanding of the contract's requirements. It was Hook's responsibility to examine the pre-existing conditions and make certain that any unsatisfactory conditions were corrected prior to installation of the wall covering.

06-2 BCA at 165,624.

Discussion

Hook seeks to reargue the issue of whether the delamination of the wall covering was caused by water damage, rather than as a result of a defect in workmanship. In support, Hook maintains that GSA was aware of cracks in the wall prior to installation of the wall covering and that, recently, the carpet in the judge's office was replaced due to a roof leak. In response, GSA points out that the roof leak, which occurred more than a year after Hook repaired the wall covering, was "due to structural damage caused to the courthouse roof

during tornadic activity during the summer of 2005 and the negligence of a roofing contractor hired by GSA to make interim repairs to the courthouse roof.” Respondent’s Suggestions in Opposition to Appellant’s Motion for Reconsideration.

Hook’s argument for reconsideration based on the existence of cracks in the wall prior to initial installation of the wall covering merely reargues points previously made, which were considered and rejected by the Board. Arguments previously made and considered are not sufficient grounds for granting reconsideration. *Long Lane Limited Partnership v. General Services Administration*, GSBCA 15334-R, 04-2 BCA ¶ 32,751, *affd*, 159 Fed. Appx. 189 (Fed Cir. 2005). Hook’s information that the judge’s carpet was damaged by water in 2005 is similarly unpersuasive. A leak in the roof that occurred more than a year after the wall covering was repaired does not prove that the previous damage had been caused by water, especially considering that an investigation performed at the time of the delamination concluded that no water damage had occurred. GSA’s explanation that the subsequent water damage was caused by a tornado demonstrates this point perfectly.

Decision

The motion for reconsideration is **DENIED**.

ROBERT W. PARKER
Board Judge

We concur:

MARTHA H. DEGRAFF
Board Judge

ALLAN H. GOODMAN
Board Judge